

**INTERNATIONAL FEDERATION OF PROFESSIONAL
AND
TECHNICAL ENGINEERS, LOCAL 17 - COURT REPORTERS
AND
KING COUNTY
AGREEMENT ON WAGES AND WAGE RELATED BENEFITS
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AND
KING COUNTY**

PREAMBLE

These Articles Constitute an Agreement, terms of which have been negotiated in good faith, between King County and I.F.P.T.E., Local 17. This agreement shall be subject to approval by Ordinance of the King County Council. This agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of King County.

[For parallel provision, see “agreement Between I.F.P.T.E., Local 17 (Representing employees of the Superior Court) and King County Superior Court” (hereinafter “Superior Court Agreement” at Preamble, p. 1.)]

1 **ARTICLE 1: PURPOSE**

2 The intent and purpose of this Agreement is to promote the continued improvement of the
3 relationship between King County and its employees and to set forth the mutual understandings of the
4 parties with respect to wages and matters directly related to the wages of Court Reporters in Superior
5 Court. Each of the provisions in this agreement (i.e., E.E.O. Article 4, Hours of Work Article 5, etc.)
6 are included only so far as they may apply to wages. Non-wage aspects of such provisions are not
7 within the legal authority of King County to negotiate and are not covered by the terms of this
8 agreement.

9 [For parallel provision, see Superior Court Agreement at art. 1 at p. 2.]

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative relative to wages and directly related bargainable matters only for those employees working regular full-time or regular part-time in the classification of Court Reporter in King County Superior Court. Matters within the control or within the legal jurisdiction of the Superior Court are not covered by this Agreement.

It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing or pay fees to the Union to the extent permitted by law and those who are not members on the effective date of this agreement shall, on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the Union, or pay fees to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay fees to the Union to the extent permitted by law.

Provided however, that nothing contained in this section shall require an employee to join said Union who can substantiate, in accordance with applicable law, bona fide religious tenets or teachings that prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee.

Section 2. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the signatory organization.

Section 3. The signatory organization will indemnify, defend, and hold the County harmless against any claims made against any suit instituted against the County on account of action taken or not taken by the County relative to any check-off of dues for the signatory organization. The

1 signatory organization agrees to refund to the County any amounts paid to it in error on account of the
2 check-off provision upon presentation or proper evidence thereof.

3 [For parallel provision, see Superior Court Agreement at art. 2 at p. 3.]
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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the King County Superior Court and the direction of the work force is
3 vested exclusively in King County Superior Court.

4 The Union acknowledges the right of the County to define and implement a new payroll
5 system, including but not limited to a biweekly payroll system. Implementation of such system may
6 include a conversion of wages and leave benefits into hourly amounts. The parties recognize King
7 County's exclusive right to make the changes necessary to implement such payroll system. The
8 County agrees to negotiate the effects of such change in the event the change in the payroll process
9 does not include a transition option for employees.

10 [For parallel provision, see Superior Court Agreement at art. 3 at p. 5.]
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ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment as contained in this agreement because of race, color, religion, sexual orientation, marital status, national origin, age, sex, or any sensory, mental or physical handicap (SMPH). Only actions that constitute unlawful discrimination under applicable statutes, regulations or case precedent shall constitute a violation of this provision. Reasonable accommodations for qualified individuals with disabilities under the Americans with Disabilities Act (ADA), and applicable state law, shall be implemented on a case-by-case basis, for an individual employee and shall not establish a precedent or modify the terms of this Agreement.

This provision does not authorize King County to unilaterally implement a job accommodation which reduces benefits or rights granted by this Agreement to other employees, without first discussing such accommodation with the Union.

[For parallel provision, see Superior Court Agreement at art. 4 at p. 6.]

ARTICLE 5: HOURS OF WORK

Section 1. Standard Work Week: The standard work week consists of five (5) consecutive days, with the work day beginning at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday, inclusive of the lunch period. Each Court Reporter reports all sessions of the Superior Court as directed by the judge presiding. The hours of work, and authority to change such, of Superior Court Reporters, are vested solely within the authority of the Superior Court.

Section 2. Overtime: Employees who work up to fifteen (15) minutes or more prior to or after the scheduled work day set forth in Section 1 above will receive compensatory time-off at straight time. Employees required to work beyond forty (40) hours in a week will be paid or receive compensatory time at the rate of time and one-half (1 1/2) their regular rate of pay, consistent with the provisions of the F.L.S.A.

[For parallel provision, see Superior Court Agreement at art. 5 at p. 7.]

ARTICLE 6: WAGE RATES

Section 1. The wage rate for Court Reporters shall be Range 61 of the King County 10-Step Hourly Squared Schedule. Newly hired reporters will be placed at Step 1 of the range or at a higher step in accordance with applicable personnel guidelines. On January 1 of each year, each Court Reporter will advance one step in the range, up to Step 10, based upon satisfactory performance over the previous year.

Section 2. 2004 Wage Rates: Effective January 1, 2004, wage rates in effect on December 31, 2003 shall be increased by 90% of the CPI-W. All Cities Index, September 2002 to September 2003 base year, provided, however, the amount produced by application of the foregoing shall not be less than 2.0% (.02) nor greater than 6.0% (.060) of said wage rates in effect on December 31, 2003.

Section 3. 2005 Wage Rates: Effective January 1, 2005, wage rates in effect on December 31, 2004 shall be increased by 90% of the CPI-W. All Cities Index, September 2003 to September 2004 base year, provided, however, that the amount produced by application of the foregoing shall not be less than 2.0 (.02) nor greater than 6.0% (.060) of said wage rates in effect on December 31, 2004.

Section 4. 2006 Wage Rates: Effective January 1, 2006, wage rates in effect on December 31, 2005 shall be increased by 90% of the CPI-W. All Cities Index, September 2004 to September 2005 base year, provided, however, that the amount produced by application of the foregoing shall not be less than 2.0 (.02) nor greater than 6.0% (.060) of said wage rates in effect on December 31, 2005.

Section 5. Regular Part Time Employees: Regular part time employees will receive pay on a prorated basis.

Section 6. Realtime Reporting: Court reporters will receive a 2.5% wage premium for delivering Realtime reporting if s/he is certified through a courthouse test to be developed and administered by the Superior Court. A Court Reporter will receive a 5% wage premium for delivering Realtime reporting if s/he has earned the national certification for Realtime reporting (CRR).

Section 6. CART Premium: Reporters will be eligible to accept and be assigned CART premium pay of \$200 per day after attainment of the national CART certificate. Assignments for less than a half day will be compensated at \$100. Assignment will be on a rotational basis allowing all CART-certified reporters an equal opportunity for assignment with the right of refusal. Exercising

the right of refusal will place that reporter at the bottom of the list for future assignments. One assignment equals the duration of a trial, unless otherwise agreed upon.

ARTICLE 7: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. There shall be established a Joint Labor-Management Insurance Committee (JLMIC), comprised of an equal number of representatives from the County and the King County Coalition of Unions whose function shall be to review, study and make recommendations relative to existing medical, dental, vision, and life insurance programs. The Union and the County agree to incorporate changes to employee insurance benefits that the County may implement as a result of the agreement of the Joint Labor Management Insurance Committee.

1 **ARTICLE 8: VACATIONS**

2 **Section 1.** All regular full-time employees shall earn vacation leave credit at the rate of one
3 hundred seventy-five (175) hours per year; provided, however, that regular part-time employees shall
4 earn annual leave at a rate proportionate to the percentage of time worked and pro tem employees do
5 not earn annual leave. An employee who has completed twenty-five (25) years of service shall be
6 entitled to twenty-six (26) days (182 hours) of annual leave each year thereafter. An employee who
7 has completed thirty (30) years of service shall be entitled to twenty-seven (27) leave days (189 hours)
8 each year thereafter.

9 **Section 2.** A leave of absence without pay for less than thirty (30) calendar days shall not
10 constitute an interruption of continuous service for the purpose of determining eligibility for additional
11 annual leave credits. A new employee is not eligible to use annual leave credits until after the
12 completion of six (6) months continuous service. Each employee may accrue annual leave up to a
13 maximum of 420 hours. The time at which annual leave may be drawn by an employee shall be subject
14 to the prior written approval of the supervising authority.

15 **Section 3.** No employee shall earn a month's vacation credit during a month when the
16 employee is absent without pay more than three (3) working days (21 hours). An employee shall not
17 be granted vacation benefits if not previously accrued by the employee.

18 **Section 4.** No person shall be permitted to work for compensation for the County in any
19 capacity during the time when vacation benefits are being drawn.

20 **Section 5.** Upon termination for any reason the employee will be paid for unused vacation
21 credits up to the maximum allowable accumulated vacation of 420 hours. In cases of separation by
22 death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable
23 cases as provided by RCW Title 11.

24 **Section 6.** Employees may accrue additional vacation beyond the maximum specified herein
25 when as a result of cyclical workloads or work assignments accrued vacation will be lost. The King
26 County Human Resources Director or his/her designee may grant an employee specific permission to
27 exceed the 420-hour maximum for a period of not longer than one (1) year. Otherwise, employees
28 shall use or forfeit the excess accrual prior to December 31 of the year in which the excess was

1 accrued.

2 [For parallel provision, see Superior Court Agreement at art. 6 at p. 9.]

1 **ARTICLE 9: SICK LEAVE**

2 **Section 1.** Every regular (budgeted) full-time and regular (budgeted) part-time employee shall
3 accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual
4 hours of the employee's position; except that sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 As an example of the above formula, an employee whose annual work schedule is 1820 hours
8 shall accrue sick leave monthly at a rate of .00384615 times 1820, or seven (7) hours per month.

9 **Section 2.** Employees are eligible for payment on account of illness for the following reasons:

10 (a) Employee illness;

11 (b) Noncompensable injury of an employee (.e.g., those injuries generally not eligible
12 for worker's compensation payments);

13 (c) Employee disability due to pregnancy or childbirth;

14 (d) Employee's exposure to contagious diseases and resulting quarantine;

15 (e) Employee keeping medical, dental, or optical appointments provided that regular
16 part-time employees are expected to schedule nonemergency medical and dental appointments on
17 nonwork time;

18 (f) Illness of a member of the employee's immediate family or to care for the
19 employees children under age 18 when they have a health condition that requires supervision or
20 treatment.

21 **Section 3.** No employee shall earn sick leave credit during a month in which the employee is
22 absent without authorization or absent without pay for more than three (3) days (21 hours).

23 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

24 **Section 5.** Separation from County employment except by reason of retirement or layoff due
25 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the
26 employee.

27 **Section 6.** Accrued sick leave may be used for absence due to temporary disability caused by
28 pregnancy.

1 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved
2 where the injury is directly traceable to employment other than with the Court.

3 **Section 8.** Employees who, after five (5) years of service, either retire as a result of length of
4 service or who terminate by reason of death shall be paid (or their estate receive) an amount equal to
5 thirty-five (35) percent of their unused, accumulated sick leave. All payments shall be based on the
6 employee's base rate.

7 **Section 9.** Employees injured on the job may use accrued sick leave and vacation benefits to
8 supplement King County Worker's Compensation payments but may not simultaneously collect sick
9 leave and worker's compensation payments in a total amount greater than the net regular pay of the
10 employee.

11 **Section 10. Family Care and Death:**

12 (a) Regular, full-time employees shall be entitled to three (3) days (21 hours) of
13 bereavement leave per incident (i.e., death of immediately family member). An employee who has
14 exhausted his or her bereavement leave may use up to three days of sick leave for each instance when
15 death occurs to an immediate family member. If no sick leave benefit is available, then the appointing
16 authority may approve leave without pay.

17 (b) In cases of family care where no sick leave benefit exists, the employee may be
18 granted leave without pay, consistent with the Federal Family Medical Leave Act.

19 (c) In the application of any of the foregoing provisions, when a holiday or regular day
20 off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

21 **Section 11. Immediate Family:** Immediate family, for purposes of this article, shall be
22 limited to the children, parents, siblings, grandchildren, grandparents, spouse or any "shared-residence
23 relative" (i.e., a relative living with the employee) of the employee or of the employee's
24 spouse/domestic partner.

25 **Section 12.** Regular part-time employees shall be granted family sick leave, sick leave and
26 bereavement leave hours in the same proportion as their scheduled hours of work are to the standard
27 work week. For example, an employee working 17-1/2 hours each week shall be granted 10.5 hours
28 of bereavement leave.

[For parallel provision, see Superior Court Agreement at art. 7 at p. 10.]

ARTICLE 10: JURY DUTY

Section 1. On proof of jury service, an employee shall be granted a leave of absence with pay (RCW 2.36.165). No juror fee shall be paid to an employee serving in King County. Employees who serve on juries outside King County (e.g., Kitsap, Pierce, or Snohomish counties), must reimburse King County for any juror fees they receive.

Section 2. Employees shall immediately report to their work supervisor whenever dismissed from jury service, in whole or in part.

[For parallel provision, see Superior Court Agreement at art. 9 at p. 12.]

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 King County and the Union recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

6 Grievances are to be heard on County time. Employees will be unimpeded and free from
7 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

8 **Section 1. Grievance Definition:** An issue raised by a signatory party to this agreement
9 relating to the application of wages and wage-related matters as set forth in this agreement.

10 **Section 2.** A grievance must be presented in writing within ten (10) working days after the
11 occurrence of the incident that gave rise to such grievance. Grievances filed by the Union on behalf of
12 an individual or group issue shall be filed at the appropriate level with the agreement of the County in
13 order to expedite resolution. Copies of the written grievance must be made available to lower level
14 supervision.

15 **Section 3. Procedure:**

16 **Step 1.** A grievance relating to wages shall be presented in writing by the Union to the
17 Chief Administrative Officer or designee. The Chief Administrative Officer or designee shall gain all
18 relevant facts and shall attempt to resolve the matter and notify the Union and the County within five
19 (5) working days. If a grievance is not pursued in writing to the next higher level within ten (10)
20 working days after the Court's response, it shall be presumed resolved.

21 **Step 2.** If, after thorough discussion, the decision of the Chief Administrative Officer
22 has not resolved the grievance satisfactorily, the grievance may be presented, in writing, to the King
23 County Human Resource Division Manager or designee. If a grievance is not pursued in writing to
24 the next higher level within ten (10) working days after the County's response, it shall be presumed
25 resolved.

26 **Step 3.** If the grievance is not resolved at Step 2 of the procedure upon mutual
27 agreement, the Employer and the Union may submit the grievance to the Public Employment Relations
28 Commission (PERC) or another mutually agreed upon mediator for mediation within five (5)

workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration. If a grievance is not pursued in writing to the next higher level within ten (10) working days after mediation, it shall be presumed resolved.

Proceedings before the mediator shall be informal and the rules of evidence shall not apply. No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the Employer. In the event the grievance is not resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Step 4. Failing resolution at Step 3, either party may request arbitration within thirty (30) calendar days of the conclusion of Step 3, specifying the exact question which it wishes to arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list supplied by PERC or one of the private services, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union. The party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator, and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fees and expenses shall be borne equally by both parties, and each party shall bear the full cost of advancing its case, including its legal representation, regardless of the outcome of the arbitration.

No matter may be arbitrated which the County, by law, has no authority over and has no authority to change.

1 There shall be no strikes, cessation of work or walkouts during such conferences or arbitration.

2 **Section 4.** Time limits set forth in this Article may be extended only by mutual agreement in
3 writing.

4 **Section 5.** Grievances processed through the grievance procedure shall be heard during
5 normal working hours unless stipulated otherwise by the parties. Employee representatives essential
6 to such hearings and directly involved in such grievance meetings shall be allowed to do so without
7 suffering a loss in pay at a mutually agreeable time during their normal working hours.

8 **Section 6.** Arbitration awards or grievance settlements shall not be made retroactive beyond
9 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten
10 (10) working days or less prior to the initial filing of the grievance.

11 **Section 7. Election of Remedies:** If Employees have access to multiple procedures for
12 adjudicating grievances, then selection by the Employee of one procedure will preclude access to the
13 other procedures. Selection is to be made no later than at the conclusion of Step 2 of the grievance
14 procedure in Article 11.

15 [For parallel provision, see Superior Court Agreement at art. 10 at p. 13.]
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ARTICLE 12: EMPLOYEE RIGHTS

Up to three (3) Union Stewards representing the Union's interest during contract negotiations are authorized to meet with County management during working hours without loss of pay.

[For parallel provision, see Superior Court Agreement at art. 11 at p. 16.]

ARTICLE 13: HOLIDAYS

Section 1. All employees shall be granted the following holidays, with pay:

New Year's Day	January 1
Martin Luther King Jr.'s Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

and any days designated by public proclamation of the Chief Executive of the State as a legal holiday, and one (1) personal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Holidays paid for but not worked shall be recognized as time worked.

Section 2. Personal Holidays: The personal holiday shall be available for use at the beginning of each calendar year and must be used in that year or lost. Employees completing a probationary period are entitled to utilize the floating holiday during the term of their probation.

Section 3. An employee must be in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay. Provided, however, that an employee who has at least five (5) years of county service and who retires at the end of a month, the last regularly scheduled working day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 4. Part-Time Employees: Holiday benefits for regular part-time employees shall be prorated.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

[For parallel provision, see Superior Court Agreement at art. 13 at p. 22.]

ARTICLE 15: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

Nothing in this Article is intended to waive or reduce the weight given under the law to established past practices in the interpretation of the terms of the Agreement.

[For parallel provision, see Superior Court Agreement at art. 15 at p. 24.]

ARTICLE 16: DURATION

Section 1. The terms of this Agreement shall be effective January 1, 2004 through December 31, 2006.

Section 2. Contract negotiations for a succeeding contract may be initiated by either party providing to the other written notice of its intention to do so at least thirty (30) days prior to November 1, 2006.

Section 3. In the event the negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent required by RCW 41.56 unless either party serves the other party with ten (10) days notice of intent to terminate the existing Agreement.

[For parallel provision, see Superior Court Agreement at art. 18 at p. 27.]

APPROVED this _____ day of _____, 2003

By _____

King County Executive

SIGNATORY ORGANIZATION:

Whitney Hupf
Union Representative
International Federation of Professional and
Technical Engineers, Local 17 AFL-CIO

Date

Joseph L. McGee
Executive Director
International Federation of Professional and
Technical Engineers, Local 17 AFL-CIO

Date